

FILED

2013 FEB 19 PM 3:56
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY: _____

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Attorney for Plaintiff
KIARASH MOHAMMADI

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KIARASH MOHAMMADI, an
individual;
Plaintiff,

vs.

CHASE BANK USA NA, a National
Association;
MIDLAND FUNDING LLC, a Delaware
Limited Liability Company;
Defendants.

Case No.: 2:12-cv-08778-PSG-(CWx)
**SECOND AMENDED COMPLAINT
FOR:**

1. Willful Violations of Federal Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b);
2. Negligent Violations of Federal Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b);
3. Intentional Violations of California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.25(a);
4. Negligent Violations of California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.25(a);
5. Violations of Federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692(e), 1692(f) and 1692(g);
6. Violation of California Rosenthal Fair Debt Collections Practices Act, Cal. Civ. Code § 1788.17.

JURY TRIAL DEMANDED

1 Plaintiff, through counsel, alleges:

2 **I. NATURE OF ACTION**

3 This is a private action brought by Plaintiff, KIARASH MOHAMMADI
4 (“Plaintiff”) against Defendants CHASE BANK USA N.A. (“CHASE”) and MIDLAND
5 FUNDING, LLC /aka/ MIDLAND CREDIT MANAGEMENT, INC, (“MIDLAND”)
6 (collectively “Defendants”) for violations of Federal Fair Credit Reporting Act (“FCRA”),
7 15 U.S.C. § 1681s-2(b); Federal Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C.
8 §§ 1692(e), 1692(f) and 1692(g); and their equivalent State Acts: Consumer Credit
9 Reporting Agencies Act (“CCRAA”), Cal. Civ. Code § 1785.25(a); and Rosenthal Fair
10 Debt Collection Practices Act (“RFDCPA”), Cal. Civ. Code § 1788.17.

11 **II. JURISDICTION AND VENUE**

12 1. This Court has jurisdiction under 15 U.S.C. § 1681p, Cal. Civ. Code § 1785.33,
13 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1331.

14 2. This Court has supplemental jurisdiction over the State claims under 28 U.S.C. §
15 1367(a).

16 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the
17 acts or events giving rise to Plaintiff’s action occurred in the State of California in the Central
18 District of California, where Plaintiff resides in the said State and district, and where
19 Defendants transact business in said State and district.

20 **III. PARTIES**

21 4. Plaintiff is an individual who at all relevant times resided in the State of
22 California, County of Los Angeles.

23 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c) and Cal. Civ. Code
24 § 1785.3(b).

25 6. Defendants are each a “person” as defined by 15 U.S.C. § 1681a(b) and Cal. Civ.
26 Code § 1785.3(j).

27 7. Defendants are each a “furnisher of information” as referenced under 15 U.S.C.
28 § 1681s-2 who, as part of their regular course of business, furnish information concerning

1 consumers to the Credit Reporting Agencies. Each of the Defendants here has furnished
2 account information on Plaintiff's credit reports maintained by the Credit Reporting Agencies
3 as illustrated by Plaintiff's credit reports attached as exhibits hereto.

4 8. Defendant MIDLAND is a "debt collector" as defined by 15 U.S.C. § 1692a(6)
5 and Cal. Civ. Code § 1788.2(c), who at all relevant times was engaged in the business of
6 collecting or attempting to collect consumer debts, as defined by 15 U.S.C. § 1692a(5). A true
7 and correct copy of MIDLAND's official webpage is attached hereto as Exhibit A.

8 9. When a reference in this Second Amended Complaint is made to any act or
9 omission of Defendants' corporation, company, association, business entity, or partnership,
10 such allegation shall be deemed to mean that the Defendants and their owners, officers,
11 directors, agents, employees, or representatives did or authorized such act or omission while
12 engaged in the management, direction, or control of the affairs of Defendants and while acting
13 within the scope and course of their duties.

14 IV. FACTS SUPPORTING EACH CLAIM

15 10. On or about May of 2012, Plaintiff obtained his credit reports maintained by the
16 three major credit reporting agencies: Experian, Equifax, and TransUnion (collectively
17 "CRAs"). Upon review of the information contained in his credit reports, Plaintiff discovered
18 accounts in derogatory status furnished by Defendants CHASE (Partial Account No.
19 549477600205....) and MIDLAND (Partial Account No. 854411...) (collectively
20 "Accounts"). Notably, Defendants CHASE and MIDLAND were concurrently reporting the
21 same account.

22 11. After thorough review of the above referenced accounts, and after independent
23 attempts to confirm the origin of the accounts through examination of and comparison with his
24 personal financial records, Plaintiff, based on the information available to him, could not
25 differentiate or confirm the existence, ownership, and accuracy of the reported accounts, for
26 the duplicate reporting created a confusion and for the further reasons enumerated below.
27 Plaintiff therefore believed that these accounts either did not belong to him or were otherwise
28 being wrongly reported on his credit reports.

1 12. As to Defendant CHASE for the Account #549477600205...., Plaintiff arrived at
2 the conclusion that the account does not belong to him or that there is an inaccuracy on his
3 credit reports when he noticed that the "Creditor's Statement" on the reports for this account
4 listed the accounts as "Purchased by another lender." Because this account was "purchased by
5 another lender," CHASE did not have ownership interest in this account and could not
6 possibly have the knowledge as to the current status of the account, or the information and
7 documentation, necessary to verify it upon reinvestigation. A true and correct copy of
8 Plaintiff's Experian and TransUnion credit reports for this account are attached hereto as
9 Exhibit B.

10 13. Plaintiff's conclusion is supported by CHASE's own admission that it cannot
11 locate the disputed account. CHASE, a sophisticated financial institution, could not find the
12 account with just Plaintiff's name and the partial account number which it reports to CRAs. A
13 true and correct copy of a letter received from CHASE's attorneys is attached hereto as Exhibit
14 C, attesting to the fact that they cannot locate the account.

15 14. As to Defendant MIDLAND for the Account #854411..., Plaintiff arrived at the
16 conclusion that there was an inaccuracy on his credit reports because Plaintiff did not initiate
17 any transaction with MIDLAND, and was not familiar with MIDLAND's brand name. A true
18 and correct copy of Plaintiff's Experian credit report for this account is attached hereto as
19 Exhibit D.

20 15. Defendants CHASE and MIDLAND were simultaneously reporting the same
21 debt account; as such, creating a duplicate reporting of the same debt and further damaging
22 Plaintiff's credit score and creditworthiness.

23 16. In light of these inaccuracies, described above, on or about May 24, 2012,
24 pursuant to 15 U.S.C. § 1681i(a)(1), Plaintiff submitted written disputes to CRAs disputing the
25 existence, ownership, and accuracy of the above-referenced accounts reported by CHASE and
26 MIDLAND.

27 17. CRAs did not find Plaintiff's dispute to be frivolous or inform Plaintiff that they
28 will not forward his dispute to Defendants CHASE and MIDLAND. As a consumer, Plaintiff

1 is not privy to the details of the contact between CRAs and Defendants. Plaintiff's credit report
2 attached hereto as Exhibits B and D, however, attest that CRAs received and processed
3 Plaintiff's dispute.

4 18. During and upon completion of the investigation period, Defendants CHASE
5 and MIDLAND continued reporting disputed accounts to CRAs, and individually continue to
6 report these accounts inaccurately, as of the filing of this Second Amended Complaint.
7 Plaintiff's Experian credit report attached hereto as Exhibits B and D attest to this fact.

8 19. On or about June 18, 2012, Plaintiff, through authorized agent, also mailed
9 dispute letters to Defendants CHASE and MIDLAND explaining the bases for his belief that
10 each account was being falsely reported, requesting that they provide documentation
11 substantiating the existence, ownership, and accuracy of the accounts as reported to CRAs, and
12 asking them to tender documented proof of an existing contractual obligation between Plaintiff
13 and each of these Defendants. Alternatively, in the event that these Defendants were unable to
14 provide such documentation, Plaintiff requested the deletion of the unverifiable accounts
15 reported by each of these Defendants.

16 20. Plaintiff's June 18, 2012 letter, above, addressed to Defendant MIDLAND
17 additionally requested that MIDLAND prove, in addition to the existence, ownership, and
18 accuracy of the disputed account, the legal right to collect the disputed debt through the
19 production of documentation.

20 21. On or about July 19, 2012 and September 19, 2012, Plaintiff again sent letters to
21 Defendants CHASE and MIDLAND, through authorized agent, to follow up on his previous
22 request for production of documents to support any alleged verifications. Each of these
23 Defendants failed to produce any proof of verification of their respective accounts.

24 22. In total, Plaintiff submitted one CRA dispute and addressed at least three
25 separate letters to Defendants CHASE and MIDLAND requesting proof of investigation and
26 verification justifying their continued reporting of the accounts with the CRAs. Defendants,
27 however, repeatedly and continuously disregarded these requests by failing to produce such
28 proof. Thus, it is reasonable to presume that Defendants did not conduct a reasonable

1 investigation, and do not have confirmative support for the existence, ownership, and accuracy
2 of the accounts.

3 23. As to Defendant CHASE, Plaintiff believes CHASE verified a debt to CRAs that
4 it had previously sold to another lender without knowledge of the current status of the account,
5 information and documentation, making such verification possible. CHASE, could not have
6 conducted a reasonable investigation without possessing ownership interest in the account, and
7 knowledge, information, and documentation in light of having transferred the debts to other
8 lenders.

9 24. Moreover, CHASE, in some magical way, verified the account to CRAs at time
10 of Plaintiff's dispute, and yet, now claims it cannot even locate the account. At time of
11 Plaintiff's dispute, the same information CHASE used to purportedly verify the account to
12 CRAs, Chase cannot now use to even locate the account, much less claim to have conducted
13 reinvestigation and confirmed its accuracy.

14 25. As to Defendant MIDLAND, Plaintiff cannot fathom how MIDLAND could
15 have possibly verified, much less collect on an account, when its original creditor cannot even
16 locate or prove the existence, ownership, and accuracy.

17 26. As of this date, Defendants CHASE and MIDLAND each tenaciously continue
18 to inaccurately maintain the unverified accounts on Plaintiff's credit reports.

19 27. As a result of Defendants' reporting of the above-referenced unverified accounts,
20 Plaintiff's creditworthiness has been, and is being, negatively impacted. Defendants'
21 individual conduct, in turn, caused the Plaintiff, as a consumer and borrower, to suffer
22 financial and emotional distress, including but not limited to the following:

23 a. Actual damages caused by monetary losses relating to denials to obtain new
24 credit, loss of existing funds, loss of credit and loan opportunities, excessive or elevated
25 interest rates and finance charges;

26 b. Out of pocket expenses incurred as a result of communications with each
27 Defendant, in addition to fees paid to attorneys and credit professionals for assistance
28 attained in the process;

1 c. Emotional distress and mental anguish associated with derogatory credit
2 information reported by Defendants about Plaintiff to parties with access to Plaintiff's
3 credit reports;

4 d. Decreased credit rating and creditworthiness which resulted or will result in
5 denials to obtain new credit, employment or housing on future attempts.

6 **V. FIRST COUNT - Against All Defendants**

7 **(Willful Violations of FCRA, 15 U.S.C. § 1681s-2(b))**

8 28. Plaintiff repeats and repleads each and every allegation contained in all prior
9 paragraphs and incorporates the same herein by reference.

10 29. Defendants knowingly, intentionally, and willfully disregarded their obligations
11 imposed by FCRA, 15 U.S.C. § 1681s-2(b) upon furnishers of information with respect to the
12 "reinvestigation duties" in the event of consumer disputes initiated through CRAs.

13 30. Defendants violated 15 U.S.C. § 1681s-2(b)(1) because they failed to conduct a
14 reasonable investigation of disputed information. A reasonable investigation into Plaintiff's
15 claims would have led each Defendant to conclude that information regarding their respective
16 accounts was inaccurate. Instead, Defendants blindly, and without any evidence of a thorough
17 examination, affirmed the validity of clearly inaccurate accounts.

18 31. Defendants violated 15 U.S.C. § 1681s-2(b)(2) because they failed to conduct a
19 reasonable investigation calculated to lead to the verification, correction, or deletion of the
20 information Plaintiff disputed within the statutorily mandated investigation period of thirty
21 (30) days.

22 32. Defendants' individual violations actually and proximately caused Plaintiff's
23 injuries.

24 33. Plaintiff prays for declaratory relief pursuant to 28 U.S.C. § 2201 and § 2202,
25 that Defendants' are in violation of the FCRA.

26 34. Plaintiff further prays for actual and statutory damages pursuant to 15 U.S.C. §
27 1681n (a)(1)(A); costs and attorney's fees pursuant to 15 U.S.C. § 1681n (c); and punitive
28 damages for Defendants' willful noncompliance pursuant to 15 U.S.C. § 1681n (a)(2).

VI. SECOND COUNT - Against All Defendants

(Negligent Violations of FCRA, 15 U.S.C. § 1681s-2(b))

35. Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference.

36. Defendants each negligently violated 15 U.S.C. § 1681s-2(b) because they breached their duty to conduct reasonable reinvestigation of disputed information and report accurate credit information. A Defendant does not conduct a reasonable investigation by simply reporting accounts as valid when it should know, through a simple examination, to be inaccurate.

37. Defendants' individual violations actually and proximately caused Plaintiff's injuries.

38. Plaintiff prays for declaratory relief pursuant to 28 U.S.C. § 2201 and § 2202, that Defendants violated the FCRA.

39. Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1681o(a)(1), and costs and attorney's fees pursuant to 15 U.S.C. § 1681o(a)(2).

VII. THIRD COUNT - Against All Defendants

(Intentional Violation of CCRAA, Cal. Civ. Code § 1785.25(a))

40. Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference.

41. Defendants knowingly, willfully, and intentionally disregarded their obligation to accurately report credit information pursuant to Cal. Civ. Code § 1785.25(a)—to refrain from reporting information that Defendants knew to be inaccurate or the accuracy of which was not known nor verified at the time of furnishing.

42. Plaintiff's dispute letters submitted to each Defendant along with each Defendant's failure to prove the accuracy of their reporting put them on notice that the information they reported to the CRAs was inaccurate. As such, Defendants reported inaccurate information with knowledge.

43. Defendants' individual violations actually and proximately caused Plaintiff's

1 injuries.

2 44. As a result of the Defendants' collective violations of the CCRAA, Plaintiff
3 suffered personal humiliation, embarrassment, mental anguish, and emotional distress.
4 Plaintiff is entitled to actual damages pursuant to Cal. Civ. Code § 1785.31(a)(2)(A); punitive
5 damages for Defendants' willful noncompliance pursuant to Cal. Civ. Code §
6 1785.31(a)(2)(B); and injunctive relief ordering deletion of the subject unverified accounts
7 from reporting with the CRAs pursuant to Cal. Civ. Code § 1785.31(b).

8 **VIII. FOURTH COUNT - Against All Defendants**

9 **(Negligent Violation of CCRAA, Cal. Civ. Code § 1785.25(a))**

10 45. Plaintiff repeats and repleads each and every allegation contained in all prior
11 paragraphs and incorporates the same herein by reference.

12 46. Defendants negligently breached their duty to report accurate credit information
13 by disregarding their obligations under Cal. Civ. Code § 1785.25(a)— to refrain from
14 reporting information that Defendants should have known to be inaccurate or the accuracy of
15 which was not known nor verified at time of furnishing.

16 47. Plaintiff's dispute letters submitted to Defendants along with each Defendant's
17 failure to prove the accuracy of their reporting put them on notice that the information they
18 reported is inaccurate. As such, Defendants reported inaccurate information negligently.

19 48. Defendants' individual violations actually and proximately caused Plaintiff's
20 injuries.

21 49. As a result of the Defendants' violations, Plaintiff suffered personal humiliation,
22 embarrassment, mental anguish, and emotional distress. Plaintiff is entitled to actual damages,
23 including court costs and attorney's fees; pain and suffering, pursuant to Cal. Civ. Code §
24 1785.31(a)(1); and injunctive relief ordering deletion of the unverified accounts from reporting
25 with the CRAs pursuant to Cal. Civ. Code § 1785.31(b).

26 **FIFTH COUNT - Against Defendant MIDLAND**

27 **(Violations of FDCPA, 15 U.S.C. §§ 1692(e), 1692(f) and 1692(g))**

28 Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs

1 and incorporates the same herein by reference.

2 2. Defendant MIDLAND knowingly, willfully, and intentionally disregarded
3 the notice and disclosure requirements imposed under 15 U.S.C. § 1692g(a)—requiring
4 this Defendant to notify Plaintiff of the purported debt and of Plaintiff's rights under the
5 FDCPA.

6 3. Defendant MIDLAND knowingly, willfully, and intentionally failed to cease
7 collection activities upon notice of dispute.

8 4. Specifically, this Defendant disregarded Plaintiff's request for debt
9 validation and continued reporting the alleged debt to CRAs throughout the investigation
10 period and in the absence of proper validation in violation of 15 U.S.C. § 1692g(b).

11 5. Defendant MIDLAND used false, deceptive, and misleading representation
12 or means in their attempts to collect purported debt from Plaintiff.

13 6. Defendant MIDLAND falsely represented the character, amount, or legal
14 status of the purported debt to Plaintiff through CRAs in violation of 15 U.S.C. § 1692e(2).

15 7. Defendant MIDLAND communicated to CRAs credit information which it
16 knew or should have known to be false in violation of 15 U.S.C. § 1692e(8).

17 8. Plaintiff's dispute letters submitted to this Defendant along with its failure to
18 prove the validity of the debt put them on notice that credit information it reported is false.
19 As such, MIDLAND reported false information with knowledge and/or negligence.

20 9. Defendant MIDLAND used unfair or unconscionable means in its attempts
21 to collect amounts not expressly authorized by any agreement creating the debt and not
22 permitted by law in violation of 15 U.S.C. § 1692f(1). Specifically, the Defendant reported
23 a collection account in the absence of agreements creating debt and expressly authorizing
24 it to collect such debt.

25 10. Defendant MIDLAND reported a collection account to coerce Plaintiff to
26 make payments of debt for which the Defendant has no proof of validity or right to
27 collection.

28 11. Defendant MIDLAND's violations actually and proximately caused

1 Plaintiff's injuries.

2 12. As a result of Defendant MIDLAND's violations of the FDCPA, Plaintiff
3 prays for declaratory relief. Plaintiff is further entitled to actual damages pursuant to 15
4 U.S.C. § 1692k(a)(1); statutory damages pursuant to 15 U.S.C. § 1692k(a)(2); and costs
5 and attorney's fees per 15 U.S.C. § 1692k(a)(3).

6 **SIXTH COUNT - Against Defendants MIDLAND**

7 **(Violation of RFDCPA, Cal. Civ. Code § 1788.17)**

8 13. Plaintiff repeats and repleads each and every allegation contained in all prior
9 paragraphs and incorporates the same herein by reference.

10 14. Plaintiff specifically repeats and repleads herein by reference each and every
11 claim brought under the Federal FDCPA pursuant to Cal. Civ. Code § 1788.17.

12 15. As a result of Defendant MIDLAND's violations of the RFDCPA, Plaintiff
13 suffered personal humiliation, embarrassment, mental anguish, and emotional distress.
14 Plaintiff is entitled to actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory
15 damages pursuant to Cal. Civ. Code § 1788.30(b); and costs and attorney's fees per Cal.
16 Civ. Code § 1788.30(c).

17 **XII. PRAYER FOR RELIEF FOR ALL COUNTS**

18 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 19 1. Actual damages;
- 20 2. Statutory damages;
- 21 3. Civil penalties;
- 22 4. Legal fees and costs;
- 23 5. Prejudgment and postjudgment interest;
- 24 6. Punitive damages;
- 25 7. Declaratory relief;
- 26 8. Injunctive relief;
- 27 9. Any additional remedies as the court deems proper.

28

1 DATED: February 18, 2013

KAASS LAW

2
3 By: 

Vahag Matevosian

Attorney for Plaintiff

4 KIARASH MOHAMMADI

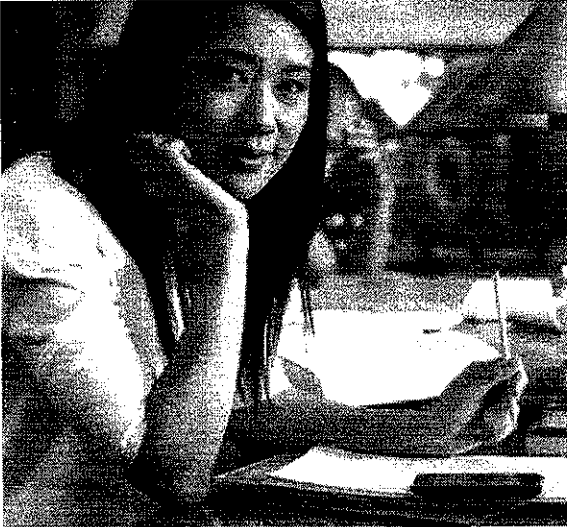
EXHIBIT A

+ Got Feedback? Take Our Customer Satisfaction Survey

Midland Credit Management

- [Make a Payment](#)
- [Forms](#)
- [Consumer Bill of Rights](#)

Enter your search term...



...consumers resolve past-due debt obligations. By providing customers with education and payment
...their credit and reinstating their borrowing power.

www.mcmcollect.com

A global resource dedicated to your success

*Please understand that this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

...and agents around the world working to help consumers like you.



EXHIBIT B



Logout

Report
SummaryPotentially
Negative
ItemsAccounts in
Good
StandingRequests for
Your Credit
HistoryPersonal
InformationYour
Personal
StatementGet Credit
MonitorGet Credit
Score

Are you at risk for
**IDENTITY
THEFT?**

High-Risk

Help reduce your risk
with **ProtectMyID™**
from Experian™

Get Protected

with enrollment in PMID



Potentially Negative Items or Items for Further Review

- What does potentially negative or items for further review mean?
What if I think listed accounts are duplicates?

- What if I feel there is an error?

Experian credit report prepared for
KIARASH MOHAMMADI

Your report number is

Report date: **February 19, 2013**

Credit Report Toolkit:

[Print your report](#)
[Credit Education](#)
[Know your rights](#)
[Credit Fraud Center](#)

Item Detail

Dispute this item >>

CHASE BANK USA

Add Triple
AlertSM Credit
Monitoring
for only \$4.95
per month!

Address:
PO BOX 15298
WILMINGTON, DE 19850
(800) 955-9900

Account Number:
549477600205....

Address Identification Number: 0176835456

Get the Score!
Add your
Credit Score
for only \$7.95

Status:
Closed. \$2,483 written off.

Date Opened:
05/2007

Date of Status:
01/2012

Reported Since:
06/2007

Last Reported Date:
01/2012

Type:
Credit card

Terms:
N/A

Monthly Payment:
\$0

Responsibility:
Individual

Credit Limit:
\$2,000

High Balance:
\$5,519

Recent Balance:

\$0

Recent Payment:

\$0

Creditor's Statement:
Purchased by another lender.

Request an investigation

CHASE/BANK ONE CARD SERV #549477600205****

PO BOX 15298
WILMINGTON, DE 19850
(800) 945-2006

Date Opened:	05/07/2007	Balance:	\$0	Pay Status:	>Charged Off<
Responsibility:	Individual Account	Date Updated:	12/07/2011	Terms:	Paid Monthly
Account Type:	Revolving Account	Last Payment Made:	03/16/2011	Date Closed:	07/03/2011
Loan Type:	CREDIT CARD	High Balance:	\$5,519	Date Paid:	03/16/2011
		Credit Limit:	\$2,000		>Maximum Delinquency of 120 days in 11/2010 and in 12/2010<

Account Sale Info: ACCOUNT SOLD TO MIDLAND CREDIT MANAGEMENT

Remarks: ACCT INFO DISPUTED BY CONSUMR; PURCHASED BY ANOTHER LENDER; TRANSFERRED TO ANOTHER OFFICE

Estimated month and year that this item will be removed: 04/2018

EXHIBIT C



Armen Kiramijyan, Esq.
Vahag Matevosian, Esq.
Adam Walker, Esq.
January 4, 2013

Page 3

Sincerely,

ROPERS, MAJESKI, KOHN & BENTLEY, PC

A handwritten signature in dark ink, appearing to read 'George G. Weickhardt', written over the printed name.

George G. Weickhardt

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

¹ We have asked you to provide the full account number or the social security number for the *Mohammadi* account, which we cannot locate with just his name.



Logout

Report
Summary

Potentially
Negative
Items

Accounts in
Good
Standing

Requests for
Your Credit
History

Personal
Information

Your
Personal
Statement

Get Credit
Monitor

Get Credit
Score

Are you at risk for
**IDENTITY
THEFT?**

Low-Risk

Help reduce your risk
with **ProtectMyID™**
from Experian®

Get Protected

with enrollment in PMID



**Add Triple
Alert™ Credit
Monitoring
for only \$4.95
per month!**

Get the Score!

Add your
Credit Score
for only \$7.95

GET IT NOW

Potentially Negative Items or Items for Further Review

- ? [What does potentially negative or items for further review mean?](#)
- ? [What if I think listed accounts are duplicates?](#)

- ? [What if I feel there is an error?](#)

Experian credit report prepared for
KIARASH MOHAMMADI

Your report number is
[REDACTED]

Report date: **February 19, 2013**

Credit Report Toolkit:

[Print your report](#)
[Credit Education](#)
[Know your rights](#)
[Credit Fraud Center](#)

Item Detail

Dispute this item >>

MIDLAND FUNDING

Address:
8875 AERO DR STE 200
SAN DIEGO, CA 92123
(800) 825-8131

Account Number:
854411....

Original Creditor:
CHASE BANK USA N.A.

Address Identification Number: 0665819211

Status:
NO STATUS.

Date Opened:
12/2011

Date of Status:
02/2012

Reported Since:
02/2012

Last Reported Date:
N/A

Type:
NA

Terms:
1 Months

Monthly Payment:
N/A

Responsibility:
Individual

Credit Limit:
N/A

High Balance:
N/A

Recent Balance:
N/A

Recent Payment:
N/A

Your Statement:

Account in dispute under Fair Credit Billing Act.

Add a statement >>